

James P. Watson (SBN 046127)
Bruce K. Leigh (SBN 129753)
Anne Bevington (SBN 111320)
STANTON, KAY & WATSON, LLP
101 New Montgomery, Fifth Floor
San Francisco, CA 94105
Telephone: (415) 512-3501
Facsimile: (415) 512-3515
E-Mail: anneb@skwsf.com

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

BOARD OF TRUSTEES OF THE LABORERS
HEALTH AND WELFARE TRUST FUND FOR
NORTHERN CALIFORNIA; BOARD OF
TRUSTEES OF THE LABORERS VACATION-
HOLIDAY TRUST FUND FOR NORTHERN
CALIFORNIA; BOARD OF TRUSTEES OF THE
LABORERS PENSION TRUST FUND FOR
NORTHERN CALIFORNIA; and BOARD OF
TRUSTEES OF THE LABORERS TRAINING
AND RETRAINING TRUST FUND FOR
NORTHERN CALIFORNIA,

Plaintiffs,

v.

VIC SOTTO LANDSCAPING, INC., a California
corporation; VINCENT LANDSCAPING, INC., a
California corporation; and VICENTE SOTTO, an
Individual;

Defendant.

Case No.: C-06-2108 CRB

**STIPULATION FOR DISMISSAL;
~~(PROPOSED)~~ ORDER FOR DISMISSAL**

It is hereby stipulated by and between BOARD OF TRUSTEES OF THE LABORERS
HEALTH AND WELFARE TRUST FUND FOR NORTHERN CALIFORNIA; BOARD OF
TRUSTEES OF THE LABORERS VACATION-HOLIDAY TRUST FUND FOR NORTHERN
CALIFORNIA; BOARD OF TRUSTEES OF THE LABORERS PENSION TRUST FUND FOR
NORTHERN CALIFORNIA; and BOARD OF TRUSTEES OF THE LABORERS TRAINING AND
RETRAINING TRUST FUND FOR NORTHERN CALIFORNIA, ("Plaintiffs"), on the one hand, and

VIC SOTTO LANDSCAPING, INC., a California corporation; VINCENT LANDSCAPING, INC., a California corporation; and VICENTE SOTTO, an Individual ("Defendants"), on the other hand, as follows:

1. This stipulation is entered into in connection with the settlement of this action. The Settlement Agreement of the parties, executed concurrently with this stipulation, shall be incorporated into the Court's Order for Dismissal, and the Court shall retain jurisdiction of this action for purposes of enforcing the Settlement Agreement, including but not limited to entry of a stipulated judgment against the Defendants;

2. This action shall be dismissed with prejudice, subject to the Court's retention of jurisdiction as described in Paragraph 1, above, each party to bear his/her/its own costs and attorneys' fees except as reflected in the parties' Settlement Agreement.

STANTON, KAY & WATSON, LLP

DATED: 10/4/06

By: /s/ Anne Bevington
ANNE BEVINGTON

Attorneys for Plaintiffs

PRATT & ASSOCIATES

DATED: 10/2/06

By: /s/ Susan E. Bishop
SUSAN E. BISHOP
Attorney for Defendants

ORDER FOR DISMISSAL

It is so ordered.

DATED: October 5, 2006

HON. CHARLES R. BREYER
UNITED STATES DISTRICT COURT

